

ATTORNEY-CLIENT FEE CONTRACT (Hourly Agreement)

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between **Ken Carvalho** ("Client") and Ellahie & Farooqui LLP ("Attorney") on the date set forth below.

1. **CONDITIONS.** This Contract will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this contract and pays the initial deposit called for under Paragraph 3.
2. **SCOPE AND DUTIES.** Client hires Attorney to provide legal services in connection with **advising regarding filing a Bankruptcy, preparation and filing of the petition and representing client in the bankruptcy proceeding.** Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay Attorney's bills on time and keep Attorney advised of Client's address, telephone number and whereabouts.

This Agreement does not contemplate Attorney representing client in any other litigation. Should additional representation be required in this litigation matter, a separate and new agreement will be necessary for the purposes of engaging Attorney in the appeal.

3. **LEGAL FEES.** Client agrees to pay an initial retainer of \$ 5,000 for fees. Client will also pay an additional retainer of \$30,000 plus \$1,550 for costs (total \$36,550) prior to the filing of a Chapter 11 petition. Client agrees to pay for legal services at the rates specified as follows:

Javed Ellahie, Partner	\$400/hour (discounted to \$375/hour)
Omar Farooqui, Partner	\$350/hour (discounted to \$300/hour)
Lawrence M. Boesch, Esq.	\$350/hour (discounted to \$300/hour)
Aliah Abdo, Esq.	\$200/hour (discounted to \$175/hour)
Ranjan C. Charan	\$175/hour (discounted to \$150/hour)
Erum A. Choudhry, LLM	\$125/hour
Paralegals/Law Clerks	\$75 - 90/hr

Client understands that said fees represent a discount from the current fees charged by the law firm. Client will also advance the filing fee required for filing the bankruptcy.

EXHIBIT A

4. **COSTS AND EXPENSES.** In addition to paying legal fees as provide herein, Client shall reimburse Attorney for all costs and expenses reasonably incurred by Attorney. Costs and expenses shall include, but are not limited to actual filing fees, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying at 20 cents per page, parking, mileage at 58 cents per mile, facsimile copy at \$1.00/page. Client authorizes Attorney to incur all reasonable costs. , Client shall be obligated to advance the same on ten (10) days notice from Attorney. Any costs advanced by Attorney shall be recoverable from Client.

5. **STATEMENTS.** Attorney shall send Client periodic statements for costs incurred. Client shall pay Attorney's statement promptly after each statement date or upon approval by the court, if required. Client may request a statement at intervals of no less than 30 days. Upon Client's request Attorney will provide a Statement within 10 days.

6. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw at any time with Client's consent or for good cause. Good cause includes Client's breach of this contract, Client's refusal to cooperate with Attorney or to follow attorney's advice on a material matter or any other fact or circumstances that would render Attorney's continuing representation unlawful or unethical.

7. **CONCLUSIONS OF SERVICES.** When Attorney's services conclude, all unpaid charges and costs shall immediately become due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession.

8. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

9. **NOTICES.** All notice required hereunder shall be deemed completed upon mailing by First Class Mail to Attorney or Client.

10. **EFFECTIVE DATE.** This contract will take effect when client has performed the conditions stated in paragraph 3, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Contract is for reference only. Even if this contract does not take effect. Client will be obligated to pay Attorney the reasonable value of any services attorney may have performed for Client.

11. **FEES NEGOTIABLE.** The fees in this agreement are not set by law and are negotiable between you and us.

12. ERRORS AND OMISSIONS COVERAGE. We have errors and omissions insurance coverage applicable to the services contemplated to be rendered to you hereunder.

13. ATTORNEY FEES AND COSTS IN THE EVENT OF DISPUTE. Any action by either party in connection with services, fees or costs hereunder, shall give rise to the right of the prevailing party to collect reasonable attorney fees and costs incurred in connection therewith.

14. FAVORABLE OUTCOME NOT GUARANTEED. Nothing in this agreement and nothing in our statements to you should be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees.

15. ENTIRE AGREEMENT. Client and Attorney agree that this written Agreement embodies all the terms and conditions of the contract between them and that there are no other terms or conditions which are not included herein. Client and Attorney further agree that this Agreement may not be modified except in a written instrument signed by both Client and Attorney.

16. CO-OPERATION OF CLIENT. Client undertakes to fully co-operate with counsel and provide all documents necessary to complete client's schedules and respond to any request by the US Trustee.

WHEREFORE, the foregoing is agreed to between the parties on August 24, 2011.

"Client"

"Attorney"

Ellahie & Farooqui LLP

By: /s/ Kenneth M. Carvalho
Kenneth M. Carvalho

/s/ Javed Ellahie
Javed Ellahie